

**GALLATIN COUNTY FAIRGROUNDS
GENERAL LEASE PROVISIONS**

This Lease Agreement ("Lease"), made and entered into as of the date set forth in the attached Application, which is incorporated by reference herein, between Gallatin County, Montana through the Gallatin County Fair Board ("Lessor") and "Lessee."

THEREFORE, in consideration of the rents reserved and the covenants hereinafter set forth or attached and referenced herein, it is agreed as follows:

1. **TERM.** Lessor does lease to the Lessee the use of the premises on the Gallatin County Fairgrounds described as set forth in the Application for the purposes set forth therein. TO HAVE AND TO HOLD the same for a term set forth in the Application ("lease term").
2. **POSSESSION.** Possession date of the premises shall be upon the dates and terms set forth in the Application and shall continue throughout lease term, barring any default or termination by either party hereto. Lessee acknowledges its possession is nonexclusive and subject to rights of any other person or entity under the United States and Montana constitutions.
3. **RENT.** During the term of the lease, Lessee shall pay rent to the Lessor as set forth in the attached Application.
4. **TAXES AND OTHER CHARGES.** Lessee will pay for all taxes, assessments licenses, permits, excises or charges on income, rentals or gross receipts imposed in lieu of, or partially in lieu of taxes and any other public charges levied or assessed by the Federal, State or Local Governments and will at all times save Lessor harmless from all obligations for the payment thereof.
5. **IMPROVEMENTS.** Lessee shall not make any alterations, additions or improvements to the premises without the prior consent of the Lessor, except for installation of unattached, movable objects which may be installed without drilling, cutting or otherwise defacing the premises. Lessee shall be solely responsible for the repair and restitution needed to restore the affected premises to its original condition.
6. **USE OF PREMISES AND RESTRICTIONS THERETO.** Lessee shall have the use of the premises for the purposes stated herein. Lessee shall at its sole cost, comply with any and all laws, governmental regulations, and requirements pertaining to the use of the premises, and shall likewise be solely responsible, at its own cost, for any and all licenses and permits required for Lessee's proper use of the premises, from all governmental and/or regulatory entities. Lessee agrees to indemnify and hold harmless Lessor from any and all claims, liabilities, damages, and judgments, plus all and expenses (including Lessor's reasonable attorney's fees), suffered or incurred by Lessor in connection with any involving the premises related to compliance with the law.

Lessee will make no other use of the premises without the written consent of Lessor, and will not during the lease term permit the same to be used for any illegal or immoral purposes, businesses or occupations. Lessee shall not commit, or suffer to be committed, any waste upon the premises to be used or occupied, nor do or permit anything to be done on the premises that will constitute a public or private nuisance. Lessee must operate its business on the premises in a businesslike, first class manner. Lessee will not conduct its business in a manner that will cause discredit, harm or loss to any operations conducted by the Lessor and its tenants, vendees or assigns.
7. **REPAIRS AND MAINTENANCE.** Any repairs or maintenance caused, required or necessitated to the premises through the fault of the Lessee or its agents, customers, invitees, independent contractors, or employees shall be paid by the Lessee. Lessee shall keep the premises in a clean and sanitary condition. Lessee shall maintain the premises in as good and safe state of condition as exists at the time Lessee takes possession, reasonable wear and tear excepted.
8. **INSURANCE.** Lessee shall carry commercial general liability insurance acceptable to Lessor at the time of completion of the Application. Certificates of Insurance evidencing the above and any other insurance requirement herein naming the Gallatin County and the Gallatin County Fair Board as additional insured must be supplied before the lease term. Any insurance carried by Lessee shall include no exclusions related to toxic substances or hazardous waste. Lessee shall put Lessor on immediate notice of any changes or cancellation in coverage.

By entering this lease, Lessee acknowledges its responsibility to insure all of its own personal property which will be located on the premises.

9. **LIABILITY OF LESSOR AND INDEMNIFICATION.** Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the premises from any cause arising at any time, except negligence of Lessor. Lessee will indemnify and hold Lessor harmless on account of all judgments, costs, attorney's fees and expenses arising from any claims, actions, causes of actions, damage or injury to any person, including death, or to the goods of any person, or damage to the premises, arising from the use of the premises by Lessee or anyone else other than Lessor, or arising from the failure of Lessee to keep the premises in good condition, or from any breach or default in the performance of any obligation on Lessee's part, as provided herein. The indemnity provision herein is intended to be a full indemnity for the Lessor regardless of any statutory enactments on comparative negligence. In the case of such claim, action, damage or injury, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense with counsel satisfactory to Lessor. Neither party shall be liable to the other party for any damage by or from any act or negligence by adjoining or contiguous Lessees. Nothing contained herein shall be deemed to limit the claims or causes of action which either Lessor or Lessee may have against third parties for damage arising from the act or negligence of said third parties. Lessee agrees to pay for all damages to the premises, as well as all damage or injury suffered by tenants or occupants thereof, caused by misuse or neglect of the premises by Lessee.

10. **LESSEE'S ASSIGNMENT AND SUBLEASE.** Lessee shall not have the right to assign all or a portion of its interest in this lease or to sublease any portion of the premises without the prior written consent of the Lessor, which may or may not be granted. The approval of any assignment or sublease by Lessor shall not relieve Lessee of liability for the performance of all the terms and conditions of this lease. Regardless of Lessor's consent, any assignment shall not be effective without the express written assumption by such assignor of the obligations of the Lessee under the lease.

11. **REMEDIES CUMULATIVE.** The remedies herein given to either party hereunder shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

12. **LESSOR TO HAVE ACCESS.** The Lessee shall allow the Lessor or its duly authorized representative free access to the premises hereby leased for the purpose of examining the same, or to make any needful repairs or alterations of the premises which the Lessor may see fit to make. Lessee realizes that usage is not exclusive to Lessee, and that others, including Lessor, may require access to the premises with no notice to Lessee.

13. **REMOVAL OF FIXTURES AND EQUIPMENT.** Lessor agrees that at the time of termination of this lease, Lessee may remove all of Lessee's personal property from the premises, but that in doing so, Lessee shall be obligated to repair any damages to the structure of the building caused by the removal and shall restore the premises to the condition they were in at the time of occupancy, reasonable wear and tear excepted.

Lessee shall be required to pay additional rent for any period during which such fixtures and/or equipment remains in the premises after termination of the lease term. Lessee shall pay all costs of moving or storing its fixtures and/or equipment paid by Lessor following the expiration or termination of this lease.

14. **ABANDONING PREMISES OR PERSONAL PROPERTY.** Lessee shall not vacate or abandon the premises at any time during the lease term. Abandonment, vacating, or ceasing operations shall be a default of this lease. If Lessee does vacate or abandon the premises or is dispossessed by process of law, or ceases operation of its business, any personal property belonging to Lessee and left on the premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

15. **ATTORNEY'S FEES.** If any legal action is pursued by Lessor, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of the action and shall be paid upon successful completion of such action by Lessor. Lessee shall be entitled to attorney's fees in the same manner if judgment is rendered for Lessee.

16. **ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompany any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.

17. **TIME OF ESSENCE.** Each of Lessee's covenants herein is a condition, time is of the essence with respect to the performance of every provision of this lease, and the strict performance of each shall be a condition precedent to Lessee's rights to have this lease continue in effect.

18. **FORCE MAJEURE.** In the event that either party shall be delayed or hindered or prevented from the performance of any act required hereunder by reason of any strike, lock-out, civil commotion, war-like operation, invasion, rebellion, or riot, hostility, military, or usurped power, sabotage, governmental restrictions, or regulations, or the inability to obtain any services, materials, or financing, or for any cause beyond the control of the Lessor or Lessee, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay.

19. **LESSEE'S ACCESS TO PREMISES.** Lessee agrees to close, lock and secure all doors and gates and other related access points when utilizing the premises and will indemnify and hold harmless Lessor, its tenants, assigns and agents for any loss suffered and incurred thereby.

20. **INTERFERENCE.** Lessee shall not use the premises in any way which interferes with the use of the premises by Lessor, including interference which Lessor may place upon the premises after the commencement of this Lease. Lessor shall deem such interference a material breach of this Lease by the Lessee, and Lessee shall, upon notice from Lessor, be responsible for immediately terminating said interference. In the event that such interference does not cease promptly, the parties acknowledge that continued interference may cause irreparable injury and therefore, Lessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease immediately.

21. **ENVIRONMENTAL LAWS.** Lessee represents, warrants and agrees that it will conduct its activities on the premises in compliance with all applicable federal, state and local environmental or natural resource laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including but not limited to, damages, costs, expenses, assessments, penalties, losses, judgments and attorney's fees that Lessor may suffer due to the existence or discovery of any hazardous substance on or around Lessor's property that relate to or arise from Lessee's activities on the premises.

22. **WORKERS COMP.** Lessee must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to Lessor no later than thirty (30) days before the lease term.

23. **LIENS.** Lessee will, during the term of this lease, keep the real property constituting the premises and improvements thereon free and clear of any and all liens, mortgages or other encumbrances. Lessor may exercise any and all remedies available at law or in equity, including declaration of default of this lease, to remove such lien or encumbrance, the cost of which, including reasonable attorney's fees, shall be chargeable to and payable by Lessee.

24. MISCELLANEOUS TERMS

A. **COVENANT FOR FURTHER ASSURANCE.** Lessor and Lessee covenant, each with the other, their respective heirs, personal representatives, and assigns, that when and so often as may be necessary, the parties, their heirs, personal representatives and assigns, will execute such documents, do such things, and give such assurances as may be reasonably required to perfect the implied and expressed covenants, warranties and conditions herein set forth, reserved and contained to be kept and performed on the part of the parties hereto.

B. **INTERPRETATION.** This lease shall be deemed to be made and shall be construed in accordance with the laws of the state of Montana. Whenever the context of this lease so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. All actions resulting from entrance into this lease shall be filed in Gallatin County, Montana.

C. **SEVERABILITY.** In the event any one or more of the provisions of this lease and agreement as herein set forth, reserved and contained are found and determined to be unenforceable by a court of competent jurisdiction, or through the act or actions of the Legislature of this State, the remaining provisions of this agreement shall nevertheless continue in full force and effect and be binding on the parties hereto, their heirs, personal representatives, and assigns.

D. **INTEGRATION.** This Lease, including any attached exhibits, Applications and Rules is the entire integrated agreement between the parties. This Lease supersedes all prior and contemporaneous oral or written promises, representations or negotiations of the parties. No alterations, modifications, or additions to this lease shall be binding unless reduced to writing and signed by the parties to be charged herewith. No covenant, term, or addition to this Lease shall be deemed waived by Lessor and Lessee unless such waiver shall be reduced to writing and signed by Lessor and Lessee.

E. **WAIVER.** It is agreed and understood by and between the parties hereto that a waiver by the Lessor or Lessee of any breach of any term, covenant or condition herein set forth, reserved and contained to be kept and performed on the part of the Lessee shall not act as a bar or a precedent, nor shall any of the other terms, covenants and conditions herein set forth, reserved and contained, to any subsequent action by Lessor.

F. **AUTHORITY.** Each individual executing this lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this lease on its behalf.

G. **UNPAID CHECKS.** If any check from Lessee is returned to Lessor unpaid due to insufficient funds, Lessee will pay to Lessor an administrative fee of Thirty and No/100 Dollars (\$30.00) and Lessor may, upon written notice to Lessee, require Lessee thereafter to make all payments due pursuant to this lease by cashier's check or money order.

H. **CAPTION HEADINGS.** The caption headings in this lease and agreement are for convenience only and do not apply to, or affect, the construction or interpretation of any of the terms hereof.

I. **BINDING EFFECT.** All of the terms, covenants and conditions herein set forth, reserved and contained on the part of the parties to be kept and performed shall be binding upon and inure to the benefit of, and be enforceable by the heirs, assigns and personal representatives of the parties hereto.

J **EMERGENCY ACCESS.** In case of an emergency, if Lessee shall not be present to permit entry to the premises, Lessor or its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefor or affecting Lessee's obligations under this lease.

K. **STATUS OF PARTIES.** Neither the method of computation of rent nor any other provision of this lease shall be deemed to create any relationship between the parties hereto other than that of Lessor and Lessee.

L. **REMOVAL FROM PREMISES.** LESSEE SPECIFICALLY ACKNOWLEDGES THAT BREACH OF ANY TERM, COVENANT OR CONDITION HEREIN SHALL BE CAUSE FOR THE IMMEDIATE REMOVAL FROM THE PREMISES AND THE GALLATIN COUNTY FAIRGROUNDS.

M. **LIMITED USE.** Notwithstanding separate arrangements for other overnight lodging on the Gallatin County Fairgrounds such as RV spaces, this lease shall be limited to the intended use of the premises and not for any overnight or living accommodations.